

1 HONORABLE RICHARD A. JONES  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

9 NORTHWEST ADMINISTRATORS, INC.,

10 Plaintiff,

11 v.

12 PACIFIC DELIVERY SERVICE, INC.,

13 Defendant.

CASE NO. C14-635RAJ

ORDER

14 This matter comes before the court on Plaintiff's motion for default judgment.  
15 Dkt. # 7. The court GRANTS the motion, and directs the clerk to enter a default  
16 judgment in accordance with this order.

17 The court's role in considering a motion for default judgment is not ministerial.  
18 The court must accept all well-pleaded allegations of the complaint as established fact,  
19 except facts related to the amount of damages. *TeleVideo Sys., Inc. v. Heidenthal*, 826  
20 F.2d 915, 917-18 (9th Cir. 1987). Where those facts establish a defendant's liability, the  
21 court has discretion, not an obligation, to enter a default judgment. *Aldabe v. Aldabe*, 616  
22 F.2d 1089, 1092 (9th Cir. 1980); *Alan Neuman Productions, Inc. v. Albright*, 862 F.2d  
23 1388, 1392 (9th Cir. 1988). The plaintiff must provide evidence to support a claim for a  
24 particular sum of damages. *TeleVideo Sys.*, 826 F.2d at 917-18; *see also* Fed. R. Civ. P.  
25 55(b)(2)(B). Where the plaintiff cannot prove that the sum he seeks is "a liquidated sum  
26 or capable of mathematical calculation," the court must conduct a hearing or otherwise  
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1 ensure that the damage award is appropriate. *Davis v. Fendler*, 650 F.2d 1154, 1161 (9th  
2 Cir. 1981).

3 Plaintiff has established that Defendant withdrew from a pension fund that it  
4 administers and that Plaintiff assessed Defendant's liability for withdrawal at  
5 \$239,452.54. Ditter Decl. (Dkt. # 8), ¶ 12 & Ex. D. Plaintiff has established that it  
6 complied with the terms of the governing contract as to notifying Defendant of its  
7 withdrawal liability, and that because Defendant did not make payments in accordance  
8 with Plaintiff's demand, Plaintiff has the right to declare the entire balance of withdrawal  
9 liability due. Ditter Decl., Ex. A (Employer Withdrawal Liability Rules and Procedures  
10 at § 16(c)(5)). Plaintiff has also established that the unpaid withdrawal liability is a  
11 delinquent "Employer Contribution" within the meaning of the trust agreement, and that  
12 Plaintiff is therefore entitled to liquidated damages of 20% of the withdrawal liability, or  
13 \$47,890.51 in this case. *Id.* (Trust Agr. Part I, § 9 (defining "Employer Contributions"),  
14 Part IV, § 3(b)(2) (providing liquidated damages for delinquent contributions)). By virtue  
15 of the same agreement, Plaintiff is entitled to \$557.75 in interest accrued through June  
16 15, 2014, and is entitled to interest on the withdrawal liability only at a rate of 3.25% per  
17 year thereafter.

18 Plaintiff has established entitlement to attorney fees of \$1,873.50 and costs of  
19 \$469. Although Plaintiff's evidence of attorney fees includes the hourly fees of non-  
20 attorneys, Plaintiff has established that its counsel does not incorporate non-attorney  
21 work into its hourly rate, and has established that counsel actually bills Plaintiff for the  
22 work of non-attorneys. In accordance with *Trustees of the Const. Indus. & Laborers*  
23 *Health & Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1256-57 (9th Cir. 2006), the  
24 court awards the hourly fees of both Plaintiff's counsel and counsel's hourly-billing  
25 support staff.

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The court directs the clerk to enter default judgment for Plaintiff in accordance with this order.

DATED this 14th day of July, 2014.

Richard D. Jones

The Honorable Richard A. Jones  
United States District Court Judge

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